

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CARTINA REED

Plaintiff,

v.

HTI, LTD. d/b/a
THE HUNTON GROUP

Defendant.

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C.A. NO. 21-1752

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, CARTINA REED, files this Original Complaint and shows:

I.

PARTIES

- 1) Plaintiff CARTINA REED is an individual who resides in Texas.
- 2) Defendant HTI LTD. d/b/a THE HUNTON GROUP is a Texas corporation which may be served through its Registered Agent Stewart A. Feldman 1980 Post Oak Blvd., Suite 1900, Houston, TX 77056.

II.

JURISDICTION AND VENUE

- 3) This Court has jurisdiction pursuant to 28 U.S.C. § 1331 based on the federal question at issue.
- 4) Venue is proper pursuant to 28 U.S.C. § 1391(b) as a substantial part of the events giving rise to the claim occurred in this District.

III.
FACTUAL BACKGROUND

5) On June 12, 2018, Plaintiff Cartina Reed ("Reed") began employment as an Estimator for the Service Division within The Hunton Group ("Hunton"). Reed had years of experience as an Estimator. Reed performed exceptionally well throughout her tenure.

6) Unbeknownst to Reed at the time of her hire, Hunton has a pattern and practice of terminating female employees who become pregnant while employed at Hunton. In the two years prior to Reed's employment, Hunton terminated at least three female employees who became pregnant while employed. Each such employee remained employed until their respective deliveries, at which point, each took a short period off and were told that they should inform Hunton upon their expected return. In each case, the female employees timely notified Hunton of their expected return dates and each were told that their positions had been filled with another individual.

7) Two weeks after beginning her employment with Hunton, Reed became aware she was pregnant and timely notified her manager. In late January 2019, Reed was placed on bed rest and thereafter delivered her baby on February 11, 2019. When Reed was able to return to work shortly after her delivery, she notified Hunton management.

8) On February 28, 2019, Reed was informed that her position had been filled but that she could reapply for any eligible position.

9) Since her position was allegedly filled, Reed applied to four (4) positions within Hunton which were available and for each of which she was qualified. Not only was Reed not offered any of the open and available positions, but she was never even allowed to interview for any of the positions.

10) Reed was replaced in her job as an Estimator because of her gender and pregnancy. Numerous other employees who have taken time off from work because of non-pregnancy related issues have remained employed with Hunton. Reed was also not hired for any other available position within Hunton likewise because she became pregnant and took time off from work because of her pregnancy. Hunton has a pattern and practice of discriminating against pregnant employees. Reed suffered significant damages as a result of the discrimination.

IV. CAUSE OF ACTION

Violation of the Pregnancy Discrimination Act/Title VII

11) Reed was replaced in her job as an Estimator because of her gender and pregnancy. Numerous other employees who have taken time off from work because of non-pregnancy related issues have remained employed with Hunton. Reed was also not hired for any other available position within Hunton likewise because she became pregnant and took time off from work because of her pregnancy. Hunton has a pattern and practice of discriminating against pregnant employees. Reed suffered significant damages as a result of the discrimination.

V.
DAMAGES

12) Plaintiff seeks the following damages:

- Lost back pay and benefits;
- Lost front pay and benefits;
- Emotional/mental anguish;
- Punitive damages;
- Attorneys' fees;
- Pre-judgment and post-judgment interest; and,
- Costs of court.

Plaintiff seeks damages in excess of \$5,000,000.

VI.
PRAYER

13) WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer herein, that upon final trial hereof, Plaintiff recovers her actual damages, plus reasonable attorneys' fees and costs of court and for such other and further relief, both general and special, at law and in equity, to which she may show herself justly entitled under all attending facts and circumstances. Plaintiff requests a jury trial.

Respectfully submitted,

SHELLIST | LAZARZ | SLOBIN LLP

/s/ Mark G. Lazarz

Mark G. Lazarz

TBA No. 12069100

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